



MANAGED WIRELESS LAN SERVICE 2013

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Part I: Rates and Charges.

- Details.** Customer will pay the monthly recurring charges ("MRCs"), which are fixed for the Service Commitment, and non-recurring charges ("NRCs") for Managed Wireless LAN Services ("Managed WLAN") as specified below and in the applicable Service Order. Customer will pay additional MRCs, which are fixed for the Service Commitment, and NRCs for equipment management required or for optional services or features that may be ordered by Customer under the Contract.
- Administrative Charges.** The following Administrative Charges are applicable to Managed WLAN. Additional administrative charges (shown as "Ancillary Charges") are found in the Master Terms.

Administrative Charge	Charge Instance	NRC
Dispatch Charge	Dispatch/Re-dispatch	\$300.00
Expedite Fee	Upon Customer Request	\$1,100.00
After Hours: Installation	Per site	\$600.00

- Device Management.** Customer will pay the applicable MRCs and NRCs for "Controller and Access Point Management" (as set forth in a Service Order) based on management type and size of Wireless CPE. Managed WLAN is available with Full Management.
- Managed WLAN Controllers.** The WLAN Controllers for data applications are listed below and apply to the rates in a Service Order. Controller models not identified here are "non-standard CPE." Verizon may impose different terms for Managed WLAN that it provides for nonstandard CPE, or decline to provide Managed WLAN for nonstandard CPE in whole or in part, at its sole discretion.
 - Small :**
 - CISCO: 2100 Series, 2500 Series, Wireless LAN Controller Modules within Cisco Integrated Services Routers
 - ARUBA: 200 Series, 600 Series, 800 Series
 - Medium :**
 - CISCO: 4402 Series, 3750G Series Wireless LAN enabled switches
 - ARUBA: 2400 Series, 3200 Series
 - Large :**
 - CISCO: 4404 Series, 5508 Series, Wireless Service Module 1 and 2 ("WiSM") (WiSM will invoice as two large devices)
 - ARUBA: 3400 Series, 3600 Series, 5000 Series, 6000 Series
- One-Time Management Charges.** Optional Change Management ("OCM") provides additional remote change management support for Managed WLAN for the NRC shown below. Customer can order specific OCM activities through the Verizon Customer Portal.

Managed WLAN Optional Change Management Charges		
Change	Change Instance (Charged per device unless noted)	NRC
After Hours: Changes	Per request per site	\$600.00
Device OS Change	Change per device	\$350.00
Network Routed Protocol	Add/Delete/Modify	\$50.00
MSO IP Address/Subnet Mask Change	Add/Delete/Modify	\$50.00
Routing Protocol Changes	Add/Delete/Modify	\$50.00
Switch VLAN	Add/Delete/Modify	\$50.00
Traffic Filter Design	Add/Delete/Modify	\$350.00
Traffic Shaping/Queuing	Add/Delete/Modify	\$350.00

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6. **Implementation, Feature, and Optional Charges.** Upon Customer's order, Customer will pay the NRCs and MRCs, as applicable, shown in the Service Order for Network Analysis (Full Management) and Wireless Out of Band.
 - 6.1 **Managed Implementation or Take-Over Charges.** Depending upon network readiness, additional equipment or equipment upgrade may be required. Equipment costs are not included in the NRC shown in a Contract. CPE is provided under a separate service attachment. The NRC and MRC shown in the Service Order apply per WLAN Controller.

Part II: Service Description and Requirements.

1. **General.** Upon Customer's order, Verizon will perform services including, without limitation, design Customer's wireless local area network activate, monitor and manage specified Customer Premises Equipment ("CPE") comprising Customer's WLAN ("Managed WLAN"). Managed WLAN will be performed by Verizon or through its agents and subcontractors on a commercially reasonable basis. Managed WLAN is only available for Customer's internal business purposes and is not for resale. Managed WLAN is a wireless LAN management solution which provides wireless access to Customer's employees in order to access corporate resources and extends the traditional wired network infrastructure to include wireless LAN access. As part of Managed WLAN, Verizon may provide and configure the CPE (except in the case of Managed Take-over), including the related Out of Band ("OOB") access device. The demarcation point of Managed WLAN will be the radio signal provided by the Wireless CPE to the Customer. Managed WLAN is only available to new or existing Managed WAN Customers.
2. **Full Management Service Level.**
 - 2.1 Verizon shall provide 24x7 management of the WLC via SNMP and will ping the WLC to monitor device status and error conditions. The WAP will be managed and monitored through the WLC. Where Verizon is unable to monitor the WAP through the WLC, the WAP will be pinged separately.
 - 2.2 Physical and logical fault management, configuration management, security management, and device maintenance and installation is included in Managed WLAN.
 - 2.3 Verizon will configure the Wireless CPE, including configuration related change and fault management.
 - 2.4 The Standard Change Management activities accessible via the Customer Portal (as defined below) are included in the MRC.
 - 2.5 **Customer Portal.** The Customer Portal is included within the MRC. The Customer Portal provides Customer the following functionality:
 - 2.5.1 Read-only inventory of managed network services locations including technical and service level data.
 - 2.5.2 Update contact information.
 - 2.5.3 View automated trouble tickets and status updates related to managed network service outages.
 - 2.5.4 Submit non-design impacting change requests to Verizon project engineering.
 - 2.5.5 Modify Trouble Ticket Customer notification settings.
 - 2.5.6 Add, modify and delete users (dependent on user profile).
3. **Implementation Options.** Depending on availability, the following implementation options may be utilized for Managed WLAN.
 - 3.1 **Managed Implementation Service.** Managed Implementation brings a new Customer Managed WLAN network online. Managed Implementation begins after the Customer's requirements have been gathered and the design activities have been completed. Verizon provides support for the planning, system engineering and overall project management of a new network including without limitation:
 - The collection of system, application and end-user requirements.
 - The creation of the statement of requirements ("SOR") containing appropriate terms and conditions including system design and equipment configuration.
 - The implementation of the SOR;
 - Network site installation and acceptance.
 - 3.1.1 Customer may request a wireless site assessment via a separate agreement or provide a completed wireless assessment from a third party agreed to by Verizon. If Customer opts not to have such wireless assessment, Verizon will deploy and monitor the WLAN based upon Customer's requirements but Verizon will not be responsible for the overall WLAN performance or reliability and no service level agreements will be available for such WLAN.
 - 3.1.2 Verizon will complete the logical and physical design in close cooperation with and agreement of the Customer (except in the case of Managed Take-over). This logical design includes, but is not limited to, proposed network topology, to support immediate needs and planned growth, logical IP and addressing schemes, and protocol flows.
 - 3.1.3 If selected, Verizon may provide CPE and/or CPE Related Services, where available, under the terms of a separate Service Order.

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- 3.2 **Managed Take-over.** For Customers selecting Managed Take-over, Verizon will review, optimize or take over management of Customer's existing network in two steps; due diligence and impact assessment.
- 3.2.1 **Due Diligence.** Due diligence involves collecting and analyzing the logical and physical characteristics for the existing Customer network, as well as its related equipment, software licenses, or assets. All network data must be provided by Customer, including, but not limited to, Customer interviews, Customer-provided network diagrams, and site-specific information. Upon Customer request, due diligence may include Network Discovery, as defined below.
- 3.2.2 **Impact Assessment.** The SOR is produced by Verizon in cooperation with the Customer. The SOR provides i) the inventory of the Customer's network; ii) identifies any physical/logical activities required to bring the network under management by Verizon, and iii) identifies any associated costs to Customer to upgrade the network necessary to bring the network under management. Verizon provides Managed Take-over on a per-project basis in accordance with a SOR that contains appropriate terms and conditions agreed upon by to by Customer and Verizon.
- 3.2.2.1 **Network Discovery.** At Customer's request, Verizon will run CPE-discovery software on Customer's network to collect information about the CPE connected to that network. Customer will provide Verizon with accurate information needed to determine the proper scope of the Network Discovery. Customer represents that it has all necessary authority to have Verizon undertake the Network Discovery requested under these terms, and will indemnify Verizon and its employees, affiliates and agents against any liability if it does not. Verizon reserves the right to stop or withhold from performing Network Discovery, at its reasonable discretion. Customer's sole remedy for any failure, inadequacy or other problem of Network Discovery is to request that Verizon reperform it.
4. **Features and Options.** The following features and options are available under Managed WLAN:
- 4.1 **Managed WLAN Reporting.** Customer reporting is included with Managed WLAN. The reporting provides the Customer with comprehensive daily and ad hoc reporting to quickly assess the health and performance of Managed WLAN and includes daily uptime reports, daily device summary reports, daily inventory reports, daily new rogues reports, configuration audit reports and wireless net usage reports.
- 4.2 **Network Engineering Service.** Where available, the Network Engineering ("NE") option provides additional reporting and analysis services as specified below. NE is only available in respect of Customer Networks with 20 or more devices. At Customer's request, Verizon will provide Customer with information on the international locations. NE will be provided with the same terms and conditions as NE in Customer's Managed WAN terms.
- 4.3 **OOB Access.** OOB access, whether Wireless OOB (where available) or standard OOB access, is required for WLAN Service. Unless using Wireless OOB or otherwise directed by Verizon, Customer must provide and install at its cost either a dedicated, directly connected analog telephone connection (i.e. not through Customer's PBX) or indirect cable access for use by each OOB modem for troubleshooting each circuit that is part of the WLAN Service as determined by Verizon and identified in the SOR. The analog telephone connection must maintain a minimum 9600 bits per second connection rate for any Customer Site level SLAs to apply. In order to ensure installation of the CPE proceeds as planned, Verizon requires details of the analogue line a minimum of 14 days prior to the installation of the CPE. Managed WLAN OOB access is in addition to any wide area network or local area network OOB access. Managed WLAN requires Customer to have one Verizon Managed WAN circuit.
- 4.3.1 For service in EMEA, where requested by Verizon, Customer shall provide a dedicated PSTN line or GSM service for the WLC on which Verizon performs Managed WLAN . This PSTN line or GSM service must be a direct dedicated line, which is not connected via a Customer PBX and must be enabled for international connections. The Customer shall ensure that the GSM service provided on the SIM card will be M2M ("Machine-to-Machine") data only (no voice) and CSD ("Carrier Service Data") and that the PIN code of the SIM card will be removed. In order to ensure installation of the WLC as planned, Verizon requires details of the PSTN line or GSM service at a minimum of 14 days prior to the installation of the WLC. Where Customer provides a PSTN line, Customer shall install an analogue phone jack within 1.5 meters of each WLC location and will maintain each PSTN line or GSM service in good working condition at all times during the Service Commitment. If a PSTN line or GSM service is disconnected or not operational, this will void any Managed WLAN service commitment provided by Verizon. The Charges do not include any rental or usage charges related to the PSTN line or GSM service and these charges are payable by Customer directly to the PSTN or GSM provider. Customer acknowledges that PSTN line or GSM service shall not be used for any purpose other than for OOB management by Verizon.
- 4.3.2 **Wireless OOB.** Where available, and at Verizon's sole discretion, Verizon will provide a Wireless OOB service for approved devices. Verizon will maintain each Wireless OOB in good working

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condition at all times during the Service Commitment. If a Wireless OOB service is not operational, providing that such non-operation is not through the act or omission of Customer this will not void any Service Level Agreements ("SLAs") provided by Verizon. The charge for Managed WLAN does not include any Wireless OOB charges. Customer acknowledges that the Wireless OOB service will not be used for any purpose other than for out of band management by Verizon. Disconnecting the Wireless OOB service voids any SLAs provided by Verizon. Customer is responsible for ensuring that the Wireless OOB service is not used for any other purpose and Customer will indemnify Verizon for any call charges incurred for purposes other than OOB management by Verizon.

Part III: Terms and Conditions. In addition to the [Online Master Terms](#), the following service-specific terms and conditions apply:

1. Customer Responsibilities. Customer will do the following:

- 1.1 **WLAN Service Functions.** Customer is responsible to have a designated administrator perform certain user oriented day to day WLAN Service functions including, without limitation, configure and update of i) individual end user accounts, ii) administration of the authentication appliance, and end user WLAN policies. Customer is primarily responsible to perform certain system administrator WLAN Service functions, including without limitation, definition of specific security policies, end user access policies or restrictions, administration of end user authentication and policy definitions, support of end user workstations, wireless clients and Tier One help desk support. Customer will also designate a program manager to work with Verizon during WLAN Service implementation.
- 1.2 **Information and Access Requests.** Upon request, Customer will provide information to Verizon, its subcontractors or its designated point of contact ("Verizon or its Designees") that is reasonably necessary or useful for Verizon to perform its obligations. In addition, upon request Customer will provide Verizon or its Designees with access to Customer facilities, installation sites, and equipment as reasonably necessary or useful for Verizon to perform its obligations hereunder. Customer will provide Verizon with "Privileged" access mode to all WLAN devices. Customer will provide Verizon with the SNMP "Write Access Community String" for all monitored WLAN devices.
- 1.3 **Licenses.** Customer will obtain any necessary permits, licenses, variances, and/or other authorizations required by state and local jurisdictions for installation and operation of the CPE on Customer's premises or where the jurisdiction requires Customer to obtain the permit, license, variance and/or authorization.
- 1.4 **Building Space.** Customer will provide adequate building space, circuitry, facility wiring, temperature, humidity, and power to comply with the standards established by the manufacturer of the CPE for proper installation and operation of the Managed Service.
- 1.5 **IP Addresses.** Verizon reserves the right to use secondary IP addressing if Customer is using unregistered IP address space. If Customer will not allow secondary IP addressing, Customer agrees to pay reasonable costs for a dedicated management domain or an IP proxy hardware solution. Additionally, Verizon reserves the right to use border gateway protocol ("BGP") routing for the management of permanent virtual circuits ("PVCs") used to access and monitor Customer's Network. Customer must provide an IP address for each WLAN device as specified and approved by Verizon.
- 1.6 Only authorized End Users shall have access into Managed WLAN. Verizon will inform Customer by email when it detects a rogue access point. Customer has responsibility to determine whether the access point in question is unauthorized or not.
- 1.7 **Supported Devices.** Only Verizon certified devices will be supported according to the approved Verizon design as outlined in Customer's SOR. Customer owned CPE must be under 24 hours a day x 7 days a week x 365 days a year maintenance coverage with a 4 hour response time.
- 1.8 Customer will inform Verizon prior to any deployment of industrial, scientific and medical wireless devices or other devices that can interfere with or disturb the performance of Managed WLAN.
- 1.9 Customer will provide a graphical interface for effective administration of all information regarding the location of any Wireless CPE.
- 1.10 Customer is responsible for providing all internal cabling between the router, the switches and the Wireless CPE and, if applicable, all internal cabling between the WAP and the antennas that are provided as part of Managed WLAN according to Verizon's specifications.
- 1.11 Customer may request a wireless site assessment from Verizon or provide a completed wireless assessment from a third party if agreed to by Verizon. The wireless site assessment determines the wireless requirements, suitable locations for the Wireless CPE and identifies possible interference, based on the results of the Radio Frequency ("RF") analysis at the Customer Site. If Customer chooses not to have a wireless assessment or provides a third party wireless assessment, Verizon will deploy and monitor Managed WLAN based upon Customer's requirements, but Verizon will have no responsibility for the overall performance of Managed WLAN and no Service Level Agreement will be available for

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Managed WLAN, unless otherwise agreed to by Verizon. If changes are made to the wireless setup or additional devices are added this may impact the wireless coverage available at a Customer Site and Verizon will not be responsible for the overall performance of Managed WLAN until an additional wireless site assessment is carried out and any requirements are implemented at Customer's cost.

- 1.12 In case of Managed Take-over, Customer shall provide Verizon with all requested information about the Managed Equipment. This information will include, but is not limited to, hardware and software configuration details and details about the Customer Network architecture. Customer will be responsible for any outage or maintenance issue caused by providing incorrect or incomplete information on the Managed Equipment. Verizon will provide fault management, device maintenance and installation on the Managed Equipment as part of Managed WLAN.
 - 1.13 During the transition of the responsibility for the Managed Equipment, the Customer shall provide Verizon with full write access to the Managed Equipment to enable Verizon to take the Managed Equipment under management and to ensure that the management infrastructure of Verizon can successfully monitor the equipment.
 - 1.14 Verizon will notify Customer if any remediation work is required on the Managed Equipment, which must be completed by Customer prior to the Managed Take-over.
 - 1.15 Unless otherwise specified in this Service Order, Customer shall be responsible for obtaining, installing, inter-connecting, and maintaining all equipment, software, wiring, power sources, telephone connections and/or communications services necessary for inter-connection with the Wireless CPE and/or the Verizon Facilities or otherwise for use in conjunction with Managed WLAN. Customer is solely responsible for ensuring that the above equipment is compatible with Verizon's requirements and that it continues to be compatible with subsequent revision levels of Wireless CPE. Verizon is not responsible for the availability, capacity or condition of any of the above equipment.
 - 1.16 Customer shall report detected Managed WLAN failures and provide any information to the Verizon Customer Service Center.
 - 1.17 Customer shall ensure that its electronic files are adequately duplicated and documented at all times. Neither Verizon nor its designees are responsible or liable for Customer's failure to duplicate or document files or for data or files lost during the performance of Managed WLAN.
2. **Software.** Customer shall comply with all obligations set forth in any end user software licenses for software provided by Verizon. Customer acknowledges that it is not relying on any representations or warranties made by a manufacturer except for those warranties expressly made in a software End User License Agreement ("EULA") (if applicable to Customer).
 3. **Service and Country Specific Terms and Conditions for Customers with Service in EMEA and Asia Pacific.**
 - 3.1 **India.** Restriction on encryption functionality.
 - 3.1.1 **Monitoring.** Customer understands that the Government of India monitors telecommunications traffic terminating into and originating from India for national security reasons.
 - 3.1.2 **Encryption.** In accordance with i) Verizon's operating license in India and ii) the statutory guidelines which govern the provision of Managed WLAN by Verizon in India, Customer is not allowed to employ more than the then current prescribed/approved level of encryption on any equipment which is directly or indirectly connected to the Verizon Network in India. Customer agrees that it will not, and will ensure that any entity which it has responsibility for, operates under its control or at its instruction will not, employ more than the then current prescribed/approved level of encryption on any equipment which is directly or indirectly connected to the Verizon Network in India unless the requirements of **Approvals** are satisfied. Verizon will advise Customer of the then current prescribed/approved level of encryption on request.
 - 3.1.3 **Approvals.** If Customer has specific requirements that require any encryption equipment to be connected directly or indirectly to the Verizon Network beyond the then current prescribed/approved levels of encryption, Customer must seek prior evaluation by and obtain prior approval of the Indian Department of Telecommunications (DOT) or other Indian governmental authority or officer specially designated for the purpose and Customer is solely responsible for obtaining such approval. Upon receiving the required approvals Customer shall provide a copy of such approvals to Verizon prior to connecting the equipment employing the encryption to the Verizon Network.
 - 3.1.4 **Indemnity.** Customer hereby indemnifies and hold harmless Verizon, from and against any claims, suits, judgments, settlements, losses, damages, expenses (including reasonable attorneys' fees and expenses), and costs (including allocable costs of in-house counsel) asserted against or incurred by Verizon arising out of a failure by Customer to comply with the restrictions described in this clause or as otherwise imposed by the licenses or statutory guidelines from time to time.
 - 3.1.5 The Enhanced Encryption feature is only available for sale and use in India upon Customer securing the necessary approvals from Department of Telecommunications (DOT) and other

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relevant Indian governmental authorities that regulate the use of encryption services in India. Upon receiving the required approvals Customer shall provide a copy of such approvals to Verizon prior to the installation of the Encryption feature.

- 3.2 **India End Users.** DOT and other Indian governmental authorities may from to time require Customer to identify the End Users of Managed WLAN in order to monitor and prevent unlawful activity over the Network. Customer shall retain records of all authorized End-Users of Managed WLAN, including records of any guests that are allowed to use Managed WLAN. Such records shall include sufficient details to permit DOT or other Indian governmental authorities of India to locate and identify those End-Users. Customer shall indemnify, defend and hold Verizon harmless for any regulatory actions or third party claims as a result of breach of this provision.

4 Additional Terms.

- 4.1 **Reports.** All copies of any reports, recommendations, documentation, Customer Portal printouts, or other materials in any media form provided to Customer by Verizon hereunder will be treated as Verizon Confidential Information.

- 4.2 **Security Services Disclaimer.** Verizon does not guarantee that any Verizon security services will eliminate the risk or prevent damage to Customer's network from intrusions, viruses, trojan horses, worms, time bombs, cancelbots or other similar harmful or destructive programming routines. Verizon makes no warranties, guarantees, or representations, express, or implied, that all security threats and vulnerabilities will be prevented or detected or that the performance of the Verizon security services will render Customer's systems invulnerable to security breaches.

Part IV: Managed Wireless LAN Service Level Agreement.

1. The service level agreement ("SLA") for the Managed Wireless LAN Service Level Agreement may be found at the following URL. [Managed Wireless LAN Service Level Agreement](#)

Part V: Definitions. In addition to the [Online Definitions](#), the following service-specific definitions apply:

1. **3rd Party Maintenance:** Maintenance services from Customer-contracted third parties approved by Verizon from time to time. The current approved 3rd Party Maintenance provider is Aruba Networks.
2. **After Hours:** Outside of Business Hours.
3. **Business Day:** Monday through Friday excluding any national holidays in the jurisdiction indicated or if not indicated in the jurisdiction where Managed WAN is provided.
4. **Business Hours:** The hours between 9.00am and 5.00pm on a Business Day in the time zone of Customer's premises.
5. **Customer Network:** Shall mean the network located at the Customer Site as set out in a Service Order.
6. **Customer Premises Equipment ("CPE"):** Managed WLAN equipment located at a Customer Site.
7. **Customer Service Center:** Service centers where Customers call in to report Managed WLAN issues.
8. **Customer Time:** Time attributable to or caused by one or more of the following:
 - Incorrect or incomplete information provided by Customer.
 - Verizon or the Verizon approved maintenance provider being denied access to CPE or network components at the Customer location when access is required.
 - The analog telephone connection for OOB access is either unavailable or not maintaining a minimum 9600 bits per second connection such that Verizon can not troubleshoot the Device and Verizon has not been notified by Customer that such minimum OOB access has been restored.
 - Failure or refusal to release the Device for testing; or
 - Customer unavailability where needed to close a Trouble Ticket.
9. **Dispatch:** A Customer service request that results in Verizon going on to, or attempting to go on to, a Customer Site.
10. **Expedite:** A Service Order that is processed, at the request of the Customer, with the objective of installing or changing the service in a time period shorter than the Verizon's standard installation time period for that service, whether or not the installation or change is completed in that time period.
11. **Managed Equipment:** Shall mean the equipment provided by the Customer or purchased by the Customer from Verizon to which the Customer retains title but which is managed by Verizon as part of the Managed Take-over.
12. **Outage(s):** An Outage is defined as an unscheduled period in which the Device is interrupted and unavailable for use by Customer for 60 or more seconds within a 15-minute period measured by Verizon.
13. **Service Restoration Priorities:** Process by which Managed WLAN disruptions are ranked by the Customer Service Center.
14. **Trouble Ticket:** A ticket opened within Verizon's NOC from an internal Verizon report or a report by a Customer to Verizon of either perceived Outage or Managed LAN degradation.

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15. **Wireless CPE:** Shall mean the Wireless LAN Controller and associated Out of Band (“OOB”) modems or terminal servers or the Wireless Access Points and associated accessories, including but not limited to antennas, power injectors and mount kits, as specified by reference to a Service Order, which will be installed at Customer Site by Verizon for Managed WLAN.
16. **Wireless LAN Controller (“WLC” or “WLAN Controller”):** Shall mean the equipment that handles the system wide functions of Managed WLAN, including but not limited to security policies, intrusion prevention, radio frequency management and quality of service. Tunnels are set up between the Wireless LAN Controller and the Wireless Access Points for management and data traffic to support the wireless applications of the Customer. More than one WLC may be required at any Customer Site, based on the design of Managed WLAN, included but not limited to latency and load balancing requirements.
17. **Wireless Access Point (“WAP”):** Shall mean the equipment that transmits and receives the radio signal at the Customer Site.